

# EXHIBIT 2

Allianz Global Corporate & Specialty®

# Insurance policy

## Commercial Lines Policy





Allianz Global Risks US Insurance Company  
225 West Washington Street, Suite 1800, Chicago, IL 60606-3484

THIS POLICY CONSISTS OF:

- DECLARATIONS
- ONE OR MORE COVERAGE PARTS.

A COVERAGE PART CONSISTS OF:

- ONE OR MORE COVERAGE FORMS
- APPLICABLE FORMS AND ENDORSEMENTS

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

A handwritten signature in black ink that appears to read "Julia A. Jam".

President and Chief Executive Officer

A handwritten signature in black ink that appears to read "H. J. [Signature]".

**Allianz Global Risks US Insurance Company**

(Hereinafter called the Company)  
225 W. Washington St., Suite 1800  
Chicago, IL 60606

**Commercial Umbrella Liability Declarations**

Policy NO. ULA 2004739

Item 1. NAMED INSURED AND MAILING ADDRESS	Luxottica U.S. Holdings Corp. 4000 Luxottica Place Mason, OH 45040	Producer Aon Risk Services Inc of Ohio 250 East Fifth Street Suite 2300 Cincinnati, OH 45202-5117
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Item 2. Policy Period : From December 31, 2013 To December 31, 2014 At  
12:01 A.M. Standard Time at the Address of the Named Insured shown above.

## Item 3. Limits of Insurance:

The Limits of Insurance, subject to all the terms of this policy, are:

- A. \$ 27,000,000 Each Occurrence
- B. \$ 27,000,000 General Aggregate (in accordance with Section III, Limits of Insurance.)
- C. \$ 27,000,000 Products Completed Operations Aggregate  
(in accordance with Section III, Limits of Insurance.)
- D. \$ 25,000 Self Insured Retention

## Item 4. Premium Computation

<u>Estimated Exposure</u>	<u>Rate/ Per</u>	<u>Advance Premium</u>	<u>Minimum Premium</u>
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Not Applicable  
Certified Terrorism  
Total Premium


## Item 5. Endorsements: Forms and Endorsements applying to this coverage and made a part of this policy at time of issue.

Per Forms and Endorsement List

Countersigned by:

Authorized Representative

AGR-CU 1001 (01-04)

Date

INSURED

## Allianz Global Risks US Insurance Company

## FORMS AND ENDORSEMENT LIST

**NAMED INSURED:** Luxottica U.S. Holdings Corp.**POLICY NUMBER:** ULA 2004739**EFFECTIVE DATE:** 12/31/2013

The following policy forms and endorsements have been attached to and made a part of the policy at inception.

FORM NAME	FORM NUMBER	EDITION DATE
Policyholder Notice - OFAC	AGR-IL 8003 (01-05)	01/2005
Commercial Umbrella Liability Policy	AGR-CU 2001 (07-11)	07/2011
Schedule of Underlying Insurance	AGR-CU 1501 (02-13)	02/2013
Exclusion - Insurance Related Operations	AGR-CU 5007 (01-04)	01/2004
Exclusion - Tobacco and Tobacco Products	AGR-CU 5026 (01-04)	01/2004
Exclusion - Fungi or Bacteria	AGR-CU 5031 (01-04)	01/2004
Silica or Silica-Related Dust Exclusion	AGR-CU 5038 (06-05)	06/2005
Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism	AGR-CU 5043 (01-08)	01/2008
Employee Benefits Liability Following - Form Endorsement (C-M Version)	AGR-CU 4001 (07-11)	07/2011
Waiver of Rights of Recovery	AGR-CU 4503 (01-04)	01/2004
Amendment of Cancellation Condition	AGR-CU 4505 (01-04)	01/2004
Limits Inclusive of Settlement Costs	AGR-CU 5501 (01-04)	01/2004
Definition of Scheduled Underlying Insurance Amended	AGR-IL M001 (11-03)	11/2003
Designated Operations Exclusion	AGR-IL M001 (11-03)	11/2003
Named Insured Endorsement	AGR-IL M001 (11-03)	11/2003
Professional Liability Follow-Form Endorsement	AGR-IL M001 (11-03)	11/2003



## POLICYHOLDER NOTICE - OFAC

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



## COMMERCIAL UMBRELLA LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the "named insured" shown in the Declarations, and any other person or organization qualifying as a "named insured" under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section IV – Definitions.

In consideration of the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

### SECTION I – COVERAGE

**A.** We will pay on behalf of the "insured" those sums in excess of the "Retained Limit" that the "insured" becomes legally obligated to pay as damages by reason of liability imposed by law or assumed by the "insured" under an "insured contract" because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

However:

1. The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
2. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section II - Defense.

**B.** This policy applies to "bodily injury" or "property damage" only if:

1. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
2. The "bodily injury" or "property damage" occurs during the "policy period"; and
3. Prior to the "policy period", no "insured" listed under Paragraph 2. of the definition of "insured" and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred; then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

**C.** This policy applies to "personal injury" or "advertising injury" only if:

1. The "personal injury" or "advertising injury" is caused by an offense arising out of your business; and
2. The "personal injury" or "advertising injury" is committed during the policy period and takes place anywhere in the world.

**D.** "Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any "insured" listed under Paragraph 2. of the definition of "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".

**E.** "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph 2. of the definition of "insured" or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:



1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
3. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

**F.** Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

**G.** If we are prevented by law, or otherwise, from paying such sums on the "insured's" behalf, we will reimburse the "insured" for such sums that we would otherwise have been obligated to pay.

## SECTION II – DEFENSE

### A. Duty to Defend

1. We will have the right and duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies even if the "suit" is groundless, false or fraudulent:
  - a. When all applicable limits of "scheduled underlying insurance" have been exhausted by payment of damages to which this insurance applies; or
  - b. When damages sought for "bodily injury", "property damage", "personal injury" or "advertising injury" are covered by this policy but are not covered by any "scheduled underlying insurance".
2. When we have the duty to defend, we will have the right to investigate the "occurrence" and settle any resultant claim or "suit".
3. In the event of bankruptcy or insolvency of an insurer of the "scheduled underlying insurance", our defense obligations will apply as if such insurance were in full effect.
4. If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.
5. Our duty to defend ends when we have used up the applicable Limits of Insurance in the payment of judgments or settlements.
6. We will have no duty to defend the "insured" against any "suit" seeking damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance does not apply.
7. When we have no duty to defend we will have the right to participate in the defense of the "insured" against any "suit" seeking damages to which this insurance may apply.
8. When we have no duty to defend the "insured" but elect to participate in the defense, we will pay our own expenses. However, we will not contribute to the payment of expenses of the "insured" or an insurer of "scheduled underlying insurance" nor contribute to **Supplementary Payments** items 1.b. through 1.g. below.

### B. Supplementary Payments

1. If we assume the defense of any "suit" against an "insured" that seeks damages covered by this policy, we will pay in addition to the applicable Limits of Insurance:
  - a. All expenses we incur.
  - b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
  - c. The cost of appeal bonds required by law to appeal a judgment in any "suit" we defend but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the claim or "suit".



- e. All costs taxed against the "insured" in the "suit".
- f. Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on our portion of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Insurance.

These payments will not reduce the Limits of Insurance.

- 2. We will not contribute to the expenses of an insurer of "scheduled underlying insurance".

### SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made, "suits" brought, or number of vehicles involved;
  - 3. Persons or organizations making claims or bringing "suits"; or
  - 4. Coverages provided under this policy.
- B. The General Aggregate Limit is the most we will pay for the sum of all damages to which this insurance applies except:
  - 1. Damages because of "bodily injury" or "property damage":
    - a. Included in the "products-completed operations hazard"; or
    - b. Arising out of the ownership, maintenance or use of a "covered auto"; or
  - 2. Damages covered by valid "scheduled underlying insurance" to which no aggregate limit of insurance applies; or
  - 3. Damages that would have been covered with no aggregate limit of insurance by "scheduled underlying insurance" but for the exhaustion of applicable limits of insurance.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- D. Subject to **B.** or **C.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all damages under this insurance because of all "bodily injury", "property damage", "personal injury" and "advertising injury" arising out of any one "occurrence".
- E. The Aggregate Limits of this policy, as described in Paragraphs **B.** and **C.** above, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- F. If the applicable limits of insurance of the "scheduled underlying insurance" are reduced or exhausted by payment of damages for "occurrences" to which this insurance applies, we will:
  - 1. In the event of reduction, pay in excess of the reduced underlying limits of insurance; or
  - 2. In the event of exhaustion, continue in force as the applicable policy of "scheduled underlying insurance", subject to the terms and conditions of this policy.
- G. We will be liable only for that portion of damages in excess of the "Retained Limit".



#### SECTION IV – DEFINITIONS

- A.** “Advertisement” means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - 2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- B.** “Advertising injury” means injury, other than “bodily injury” or “personal injury”, arising solely out of your advertising activities as a result of one or more of the following offenses:
  - 1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - 2. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - 3. The use of another's advertising idea in your “advertisement”; or
  - 4. Infringing upon another's copyright, trade dress or slogan in your “advertisement”.
- C.** “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include “mobile equipment”.
- D.** “Bodily injury” means bodily injury, sickness, disability or disease sustained by a person, including death resulting from any of these at any time.  
“Bodily injury” includes humiliation, shock, mental anguish or other mental injury resulting from “bodily injury”.
- E.** “Covered auto” means only those “autos” to which “scheduled underlying insurance” applies.
- F.** “Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- G.** “Employee” means a person working for you for remuneration. “Employee” includes a Leased Worker, but “employee” does not include a Temporary Worker.

For the purposes of this insurance:

- 1. A Leased Worker is a person, other than a Temporary Worker, leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business; and
- 2. A Temporary Worker is a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

- H.** “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- I.** “Impaired property” means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:
  - 1. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or
  - 2. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by the repair, replacement, adjustment or removal of “your product” or “your work”, or your fulfilling the terms of the contract or agreement.



J. "Insured" means:

1. The "Named Insured";
2. If you are:
  - a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business of which you are the sole owner;
  - b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business;
  - c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers;
  - d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders;
  - e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees;
3. Each of the following:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business; and
  - b. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;

However, none of these "volunteer workers" or "employees" are "insureds" for "bodily injury" or "personal injury":

  - (1) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company); or
  - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) immediately preceding;
  - c. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager;
  - d. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed;
  - e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability;
5. Any person or organization, other than a "Named Insured", included as an additional insured in any "scheduled underlying insurance" however:
  - a. Coverage provided by this insurance will not be broader than coverage provided to such person or organization by the "scheduled underlying insurance"; and



- b. If coverage is required by contract or agreement the most we will pay on behalf of the additional insured is the amount of insurance required by the contract less any amounts payable by any "scheduled underlying insurance", not to exceed the available limits afforded by Section III - Limits of Insurance.

6. Notwithstanding any of the above:

- a. No person or organization is an "insured" with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a "named insured" in Item 1 of the Declarations; and
- b. No person or organization is an "insured" under this policy who is not an Insured under applicable "Scheduled Underlying Insurance". This provision shall not apply to any organization set forth in the definition of "Named Insured" in Paragraph M. 3.

K. "Insured Contract" means that part of any contract or agreement under which you assume the tort liability of another party to pay for "bodily injury", "property damage", "personal injury" or "advertising injury" to a third person or organization, provided the contract or agreement:

1. Pertains to your business; and
2. Is executed prior to the "occurrence" causing the injury or damage.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

"Insured Contract" does not include any contract or statement:

1. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
2. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
3. Under which the "insured", if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the "insured's" rendering or failure to render professional services, including those shown in subparagraph 2. above or supervisory, inspection, architectural or engineering activities.

L. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;



6. Vehicles not described in 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street Cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**M. "Named insured"** means:

1. The first person or organization designated in Item 1. of the Declarations (the "first named insured");
2. Any other person or organization designated in Item 1. of the Declarations; and
3. Each of the following with respect to any person or organization designated in Item 1. of the Declarations:
  - a. Any organization that is a subsidiary as of the effective date of this policy;
  - b. Any organization over which ownership or majority interest is maintained as of the effective date of this policy; and
  - c. Any organization that is newly acquired or formed during the policy period, other than a partnership, joint venture or limited liability company, and over which ownership or majority interest is maintained.

However:

- (1) This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" that occurred before the organization was acquired or formed;
- (2) The "first named insured" agrees to give us prompt notice that the organization has been acquired or formed; and
- (3) We may charge an additional premium for insuring the organization.

You agree that any organization to which paragraph 3. above applies, will be required to be included as an "insured" under applicable "scheduled underlying insurance". If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an "insured" under the highest applicable limit of "scheduled underlying insurance".

**N. "Occurrence":**

1. With respect to "bodily injury" and "property damage", "occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general conditions shall be considered as arising out of one "occurrence".
2. With respect to "personal injury", "occurrence" means a covered offense that arises out of your business. All injury that arises from the same or related material or offense shall be considered as arising out of



one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

- 3. With respect to "advertising injury", "occurrence" means a covered offense committed in the course of advertising your goods, products or services. All injury that arises from the same or related material or offense shall be considered as arising out of one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.
- O. "Other insurance" means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, "other insurance" does not include "scheduled underlying insurance" or any policy of insurance specifically purchased to be excess of this policy affording coverage this policy also affords.

- P. "Personal injury" means injury, other than "advertising injury" or "bodily injury", arising out of one or more of the following offenses:
  - 1. False arrest, detention or imprisonment;
  - 2. Malicious prosecution;
  - 3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - 5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

- Q. "Policy period" means the period of time from the inception date of this policy shown in the Declarations and the expiration date shown in the Declarations or the effective date of termination of this policy.

- R. "Products-completed operations hazard":

- 1. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - a. Products that are still in your physical possession; or
  - b. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (1) When all of the work called for in your contract has been completed.
    - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- 2. Does not include "bodily injury" or "property damage" arising out of:
  - a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any "insured"; or
  - b. The existence of tools, uninstalled equipment or abandoned or unused materials.

- S. "Property damage" means:

- 1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- 2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.



For the purposes of this insurance, "Electronic Data" is not tangible property.

**T. "Retained limit" means:**

1. The total applicable limits of "scheduled underlying insurance" and any applicable "Other Insurance" providing coverage to the "Insured"; or
2. The dollar amount listed in the Declarations as Self Insured Retention, which applies separately to each "occurrence" that results in damages not covered by any "scheduled underlying insurance".

**U. "Scheduled underlying insurance" means an insurance policy or self insured retentions listed in the Schedule of Underlying Insurance forming a part of this policy, including any renewals or replacements thereof.**

**V. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:**

1. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceedings in which such damages are claimed and to which the "insured" submits with our consent.

**W. "Volunteer worker" means a person who:**

1. Is not your "employee";
2. Donates his or her work;
3. Acts at the direction of and within the scope of duties determined by you; and
4. Is not paid a fee, salary or other compensation by you or anyone else for his or her work performed for you.

**X. "Your product":**

1. Means:
  - a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (1) You;
    - (2) Others trading under your name; or
    - (3) A person or organization whose business or assets you have acquired; and
  - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - b. The providing of or failure to provide warnings or instructions.
3. Does not include vending machines or other property rented to or located for the use of others but not sold.

**Y. "Your work":**

1. Means:
  - a. Work or operations performed by you or on your behalf; and
  - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
  - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and



- b. The providing of or failure to provide warnings or instructions.

## SECTION V – EXCLUSIONS

This insurance does not apply to:

### A. Workers' Compensation and Similar Laws

- 1. Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### B. E.R.I.S.A.

- 1. Any obligation of the "insured" under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar law.

### C. Auto Coverages

- 1. "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" that is not a "covered auto"; or
- 2. Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; uninsured or underinsured motorist law; or any similar law.

### D. Damage to Property

"Property damage" to:

- 1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the "insured";
- 5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs 1., 3. and 4. of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer days.

Paragraph 2. of this exclusion does not apply if the premises are "your work" and were never occupied or rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph 6. of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

### E. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- 1. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- 2. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **F. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **G. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **H. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product";
2. "Your work"; or
3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

#### **I. Liability of Employees and Volunteer Workers**

Liability of:

1. Any of your "employees" with respect to "bodily injury" or "personal injury" to:
  - a. A co-"employee" while in the course of his or her employment; or
  - b. A co-"employee" or any of your "volunteer workers" while performing duties related to the conduct of your business;
2. Any of your "volunteer workers" with respect to "bodily injury" or "personal injury" to:
  - a. Any of your "employees" while in the course of his or her employment; or
  - b. Any of your "employees" or other "volunteer workers" while performing duties related to the conduct of your business.

This exclusion applies to:

1. "Bodily injury" or "personal injury" to the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraphs I.1. or I.2. above; and
2. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that valid "scheduled underlying insurance" for the employee and volunteer workers liability risks described above exists or would have existed but for the exhaustion of applicable limits of insurance.

#### **J. Aircraft or Watercraft**

1. "Bodily injury" or property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented to or loaned to any "insured". Use of an aircraft or watercraft includes operation and loading or unloading.

This exclusion applies even if the claims against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance use of



entrustment to others of any watercraft or any aircraft that is owned or operated by or rented to or loaned to any "insured".

2. This exclusion does not apply to "bodily injury" or "property damage" arising from:
  - a. An aircraft that you do not own that is chartered by, loaned to, or hired by you with a crew; or
  - b. A watercraft while ashore on premises you own or rent; or
  - c. A watercraft you do not own that is less than 26 feet long and not being used to carry persons or property for a charge; or
  - d. Other aircraft or watercraft owned by, operated by, maintained by, used by, rented to, loaned to or otherwise entrusted to any "insured" to the extent that valid "scheduled underlying insurance" for such risks exists or would have existed but for the exhaustion of applicable limits of insurance.

#### **K. Electronic Chatrooms, Bulletin Boards or Electronic Data**

1. "Personal Injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the "insured" hosts, owns or over which the "insured" exercises control.
2. Damages arising out of the loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data".

#### **L. Insureds in Media and Internet Type Businesses**

"Personal injury" or "advertising injury" committed by an "insured" whose business is:

1. Advertising, broadcasting, publishing or telecasting;
2. Designing or determining content of web-sites for others; or
3. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs 1., 2. and 3. of the definition of "personal injury".

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

#### **M. Personal Injury and Advertising Injury Exclusions**

"Personal Injury" or "Advertising injury":

1. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement"; or
2. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement"; or
3. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
4. Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury"; or
5. Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge or its falsity; or
6. Arising out of the oral or written publication of material whose first publication took place before the beginning of the "policy period"; or
7. Arising out of a criminal act committed by or at the direction of the "insured".

#### **N. Pollution**

1. "Bodily injury", "property damage" or "personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of Pollutants at any time anywhere in the world.



2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or
3. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants.

This exclusion does not apply to "bodily injury", "property damage" or "personal injury":

1. Arising out of heat, smoke or fumes from a Hostile Fire;
2. Arising out of the upset, overturn or collision of "mobile equipment" or a "covered auto"; or
3. Included in the "products-completed operations hazard"

to the extent that valid "scheduled underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of applicable limits of insurance.

As used in this exclusion:

1. A Hostile Fire means one which becomes uncontrollable or breaks out from where it was intended to be; and
2. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and Waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## **O. War**

"Bodily injury", "property damage", "personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **P. Expected or Intended Injury or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **Q. Asbestos**

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
2. Any obligation of the "insured" to indemnify any party because of damages arising out of such "bodily injury", "property damage", "personal injury" or "advertising injury" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
3. Any obligation to defend any "suit" or claim against the "insured" alleging "bodily injury", "property damage", "personal injury" or "advertising injury" and seeking damages, if such "suit" or claim arises from "bodily injury", "property damage", "personal injury" or "advertising injury" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

## **R. Employment-Related Practices**

"Bodily injury" or "personal injury" to:



1. A person arising out of any:
  - a. Refusal to employ that person;
  - b. Termination of that person's employment; or
  - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs a., b., or c. above is directed.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

## **S. Securities and Financial Instruments**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of or by reason of:

1. The purchase, sale, offer of sale, or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
2. Any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
3. Any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

## **T. Liquor Liability**

"Bodily injury" or "property damage" for which any "insured" may be held liable by reason of:

1. Causing or contributing to the intoxication of any person;
2. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that valid "scheduled underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of applicable limits of insurance.

## **U. Aircraft Products and Grounding**

"Bodily injury" or "property damage" arising out of Aircraft Products or Grounding.

As used in this exclusion:

1. Aircraft Products means any aircraft (including missiles, spacecraft, satellites and any ground control or support equipment intended for use in connection therewith) and any other goods, products or services specifically intended for use in the manufacture, repair, service, operation or maintenance of any aircraft; and
2. Grounding means the withdrawal of any aircraft from service or the imposition of any restrictions on the use of any aircraft arising out of Aircraft Products.

## **V. Nuclear Energy Liability**

1. "Bodily injury" or "property damage":

- a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or



- b. Resulting from the Hazardous Properties of Nuclear Material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2. "Bodily injury" or "property damage" resulting from Hazardous Properties of Nuclear Material, if:
  - a. The Nuclear Material (1) is at any Nuclear Facility owned by, or operated by or on behalf of, an "insured" or (2) has been discharged or dispersed therefrom;
  - b. The Nuclear Material is contained in Spent Fuel or Waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
  - c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any Nuclear Facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (c) applies only to "property damage" to such Nuclear Facility and any property thereat.
- 3. As used in this exclusion:
  - a. Hazardous Properties includes radioactive, toxic or explosive properties.
  - b. Nuclear Material means Source Material, Special Nuclear Material or By-Product Material.
  - c. Source Material, Special Nuclear Material, and By-Product Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - d. Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.
  - e. Waste means any waste material (1) containing By-Product Material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its Source Material content, and (2) resulting from the operation by any person or organization of any Nuclear Facility included under the first two paragraphs of the definition of Nuclear Facility.
  - f. Nuclear Facility means:
    - (1) Any Nuclear Reactor;
    - (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing Spent Fuel, or (c) handling, processing or packaging Waste;
    - (3) Any equipment or device used for the processing, fabricating or alloying of Special Nuclear Material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
    - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
  - g. Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
  - h. "Property damage" includes all forms of radioactive contamination of property.

## **W. Contractual Liability**

1. "Bodily injury" or "property damage" for which the "insured" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:



- a. That the "insured" would have in the absence of the contract or agreement; or
- b. Assumed in a contract that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the "insured" are deemed to be damages because of "bodily injury" or "property damage" and included within the Limits of Insurance of this policy, provided:
  - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (2) Such attorney fees and litigation expenses are for the defense of that party against a civil proceeding or an alternative dispute resolution proceeding alleging damages to which this policy applies.

2. "Personal injury" or "advertising injury" for which the "insured" has assumed liability in a contract or agreement. This exclusion does not apply for damages:

- a. That the "insured" would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "personal injury" and/or "advertising injury" takes place subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than the "insured" are deemed to be damages because of "bodily injury" or "property damage" and included within the Limits of Insurance of this policy, provided:
  - (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (2) Such attorney fees and litigation expenses are for the defense of that party against a civil proceeding or an alternative dispute resolution proceeding alleging damages to which this policy applies.

#### **X. Violation of Statutes Governing Communications or Information**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any action or omission that violates any statute, ordinance or regulation or any federal, state, province, or local or other governmental body, including any amendments or additions to such laws, that prohibits or limits the sending, disposal, collecting, recording, transmitting, communicating or distribution of material or information.

#### **Y. Infringement of Copyright, Patent, Trademark or Trade Secret**

"Personal injury" or "advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### **Z. Unauthorized Use of Another's Name or Product**

"Personal Injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

### **SECTION VI - CONDITIONS**

#### **A. Appeals**

1. If the "insured" or the "insured's" insurer elects not to appeal a judgment in excess of the Retained Limit, as defined in Section IV – Definitions, we may do so at our own expense. We will be liable for taxable costs, pre-judgment and postjudgment interest and disbursements.

#### **B. Bankruptcy**

1. **Bankruptcy or Insolvency of Insured**



Bankruptcy or insolvency of the "insured" or of the "insured's" estate will not relieve us of our obligations under this policy.

## 2. **Bankruptcy or Insolvency of Insurers**

Bankruptcy or insolvency of any insurer will not relieve us of our obligations under this policy.

However, this insurance will not replace any "scheduled underlying insurance" in the event of bankruptcy or insolvency of the insurer. This insurance will apply as if the "scheduled underlying insurance" were in full effect.

## C. Cancellation

1. The "first named insured" may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the "first named insured" written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 90 days before the effective date of cancellation if we cancel for any other reason.

If this policy is in effect for more than 60 days our reasons for cancellation, other than cancellation for nonpayment of premium, will be limited to those reasons permitted by the laws or statutes of the jurisdiction governing the cancellation of this policy.
3. We will mail or deliver our notice to the "first named insured's" mailing address shown in Item 1 of the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Notice of cancellation will state the effective date and time of cancellation. The "policy period" will end on that date and time.
5. If this policy is cancelled, we will send the "first named insured" any premium refund due. If we cancel, the refund will be pro rata. If the "first named insured" cancels, the refund may be less than pro rata.
6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund due. Our check or our representative's check, mailed and delivered, will be sufficient tender of any refund due you.
7. This condition is amended, where necessary, to comply with the applicable state law regarding Cancellation.

## D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The "first named insured" is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## E. Duties in the Event of Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence", regardless of the amount, which may result in a claim under this policy. To the extent possible, notice should include:
  - a. How, when and where the "occurrence" took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the "occurrence".
2. If a claim is made or "suit" is brought against any "insured" that is reasonably likely to involve this policy, you must:
  - a. Record the specifics of the claim or "suit" and the date received; and
  - b. See to it that we receive written notice of the claim or "suit" as soon as practicable, including other materials and information in your possession pertinent and relevant to the claim or "suit".
3. You and any other involved "insured" must:



- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this insurance may also apply.

4. No "insured" will, except at that "insured's" own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **F. Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

#### **G. Headings**

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of insurance.

#### **H. Inspections and Surveys**

- 1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
- 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### **I. Legal Action Against Us**

No person or organization has a right under this policy:

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or
- 2. To sue us on this policy unless all of its terms have been fully complied with.

#### **J. Loss Payable**

- 1. Liability under this policy shall not apply unless and until the "insured" or the "insured's" insurer has become obligated to pay the "Retained Limit", as defined in Section IV – Definitions.
- 2. When the amount of damages has been finally determined, we will promptly pay the amount of damages falling within the terms of this policy.
- 3. We may pay all or part of the dollar amount listed in the Declarations as Self Insured Retention to effect settlement of any claim or "suit". Upon notification of the action taken, you shall promptly reimburse us for such payment.

#### **K. Maintenance of Underlying Insurance**

- 1. During the period of this policy, you agree that:



- a. The "scheduled underlying insurance" will be maintained in full effect except for any renewal or replacement policies that provide equivalent coverage;
- b. The terms and conditions of the "scheduled underlying insurance" will not materially change; and
- c. The limits of insurance of the "scheduled underlying insurance" will not change except for any reduction or exhaustion of aggregate limits due to payments for "occurrences" to which this insurance applies.

Failure to comply with these requirements will not invalidate this insurance. However, this insurance will apply to the same extent it would have applied had there been full compliance with these requirements.

2. You agree to notify us as soon as practicable when:
  - a. Any insurance policy listed in the Schedule of Underlying Insurance is no longer in effect; or
  - b. The terms of any such policy change.

#### **L. Other Insurance**

If valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply as excess of the "other insurance" and will not contribute with the "other insurance". However, this provision will not apply if the "other insurance" is specifically written to be excess of this policy.

#### **M. Premiums and Audit**

1. The "first named insured":
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. We will compute all premiums for this policy in accordance with our rules and rates.
3. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "first named insured". The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "first named insured", subject to any applicable minimum premium.
4. The "first named insured" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **N. Representations or Fraud**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this policy in reliance upon your representations; and
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

#### **O. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the "first named insured", this insurance applies:

1. As if each "named insured" were the only "named insured"; and
2. Separately to each "insured" against whom claim is made or "suit" is brought.

#### **P. Transfer of Rights of Recovery Against Others to Us**



1. If the "insured" has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of "loss" to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.
3. If prior to the time of an "occurrence", you waive any right of recovery against a specific person or organization for injury or damage as required under an "insured contract", we will also waive any rights we may have against such person or organization.

#### **Q. Transfer of Your Rights and Duties Under This policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual "named insured".

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### **R. Unintentional Failure to Disclose**

If you unintentionally fail to disclose all hazards existing at the inception date of this policy, we will not deny coverage because of such failure. However, this does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

#### **S. Violation of Economic or Trade Sanctions**

If coverage for a claim or "suit" under this policy is in violation of any United States of America economic or trade sanctions, including but not limited to sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC), then coverage for that claim or "suit" will be null and void.

#### **T. When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the "first named insured" written notice of the nonrenewal not less than 60 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

This condition is amended, where necessary, to comply with the applicable state law regarding nonrenewal.



## **SCHEDULE OF UNDERLYING INSURANCE**

It is agreed that this policy is excess over all insurance policies or self insured retentions, including and any renewal or replacements thereof, as scheduled below.



4.	Co: ACE American Insurance Company Policy #: WLRC47875067 Policy Period: 12/01/2013 to 12/01/2014	Employers' Liability	Coverage B – Employers' Liability Bodily Injury By Accident \$1,000,000                    Each Accident Bodily Injury By Disease \$1,000,000                    Each Employee \$1,000,000                    Policy Limit
5.	Co: ACE American Insurance Company Policy #: WLRC47875055 Policy Period: 12/01/2013 to 12/01/2014	Employers' Liability	Coverage B – Employers' Liability Bodily Injury By Accident \$1,000,000                    Each Accident Bodily Injury By Disease \$1,000,000                    Each Employee \$1,000,000                    Policy Limit
6.	Co: ACE American Insurance Company Policy #: SCFC47875079 Policy Period: 12/01/2013 to 12/01/2014	Employers' Liability	Coverage B – Employers' Liability Bodily Injury By Accident \$1,000,000                    Each Accident Bodily Injury By Disease \$1,000,000                    Each Employee \$1,000,000                    Policy Limit
7.	Co: Insurance Company of North America Policy #: 601 N 10088 Policy Period: 12/01/2013 to 12/01/2014	Employers' Liability (Guam)	Coverage B – Employers' Liability Bodily Injury By Accident \$1,000,000                    Each Accident Bodily Injury By Disease \$1,000,000                    Each Employee \$1,000,000                    Policy Limit
8.	Co: Vigilant Insurance Company Policy #: 35892111 Policy Period: 12/01/2013 to 12/01/2014	Commercial Automobile Liability (Foreign)	Bodily Injury or Property Damage Liability Combined Single Limit \$1,000,000
9.	Co: Vigilant Insurance Company Policy #: 35892111 Policy Period: 12/01/2013 to 12/01/2014	Employers Liability (Foreign)	Coverage B – Employers' Liability Bodily Injury By Accident \$1,000,000                    Each Accident Bodily Injury By Disease \$1,000,000                    Each Employee \$1,000,000                    Policy Limit
10.	Co: ACE INA Insurance Company Policy #: CAC425965 Policy Period: 12/01/2013 to 12/01/2014	Commercial Automobile Liability (Canada)	Bodily Injury or Property Damage Liability Combined Single Limit \$2,000,000

11.	Co: Allianz Global Risks US Insurance Company Policy #: CGL 7220166 Policy Period: 12/01/2013 to 12/01/2014	Commercial General Liability including Products-Completed Operations (Canada)  Employee Benefits Liability (Canada) (Retroactive Date 02/01/2003)  Opticians Professional Liability (Canada)	Each Occurrence Limit \$3,000,000 Personal and Advertising Injury Limit \$3,000,000 General Aggregate Limit \$3,000,000 Products-Completed Operations Aggregate Limit \$3,000,000 Self-Insured Retention Each & Every Occurrence No Aggregate \$558,000  Each Employee \$3,000,000 Aggregate \$3,000,000 Self-Insured Retention Each & Every Occurrence No Aggregate \$558,000  Each Employee \$3,000,000 Aggregate \$3,000,000 Self-Insured Retention Each & Every Occurrence No Aggregate \$558,000
12.	Co: StarNet Insurance Company Policy #: BA-13-06-00086 Policy Period: 06/24/2013 to 06/24/2015	Aviation Premises Liability	Each Occurrence Limit \$10,000,000

## EXCLUSION - INSURANCE AND RELATED OPERATIONS

This insurance does not apply to:

### **1. Financed Property**

“Bodily injury” or “property damage” arising out of any real or personal property:

- a. In which you hold a security interest because of loans made in connection with its construction or purchase; or
- b. The construction or purchase of which you have otherwise financed.

### **2. Fiduciary or Representative Liability**

“Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the ownership, maintenance or use, including all related operations, of property for which you are acting in a fiduciary or representative capacity.

### **3. Insurance and Related Operations**

“Bodily injury”, “property damage”, “personal injury” or “advertising injury” for which the insured may be held liable

- a. Because of:
  - (1) Any obligation assumed by any “insured”; or
  - (2) The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity endowment or employee benefit plan, including applications, receipts or binders;
- b. Because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary;
- c. Resulting from the rendering of, or failure to render, the following professional services:
  - (1) Advising, inspecting, reporting or making recommendations in the “insured's” capacity as an insurance company, consultant, broker, agent or representative thereof;
  - (2) Effecting insurance, reinsurance or suretyship coverages;
  - (3) Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;
  - (4) Auditing or maintaining accounts or records of others;
  - (5) Conducting an investment, loan or real estate department or operations;
  - (6) Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or
  - (7) Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

All other terms and conditions remain unchanged.



## EXCLUSION - TOBACCO AND TOBACCO PRODUCTS

This insurance does not apply to:

1. Any liability, in whole or in part, arising out of or in any way related to the existence, presence, manufacture, processing, handling, sale, distribution, ingestion, inhalation, exhalation, absorption, consumption, use of, or exposure to, Tobacco or Tobacco Products, including but not limited to:
  - a. Any material or substance which is contained in or which forms a part of any Tobacco Product;
  - b. Any by-products of Tobacco or Tobacco Products;
  - c. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with Tobacco or Tobacco products; or
  - d. Any act, error, omission or other conduct committed in the course of advertising or promoting Tobacco or Tobacco products.
2. Any injury to any person caused or aggravated by anything described in Paragraph 1. above or to which anything described in Paragraph 1. above has contributed.

For the purposes of this exclusion:

1. "Tobacco" includes but is not limited to:
  - a. Tobacco in any form, whether or not contained in, or incorporated into, products or goods; or
  - b. Tobacco smoke or fumes including second-hand smoke.
2. "Tobacco Products" means any products or goods that contain Tobacco.

All other terms and conditions remain unchanged.



## EXCLUSION – FUNGI OR BACTERIA

This insurance does not apply to:

1. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage;
2. "Personal injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury; or
3. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

Paragraph 1. of this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

For the purposes of this exclusion, "fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms and conditions remain unchanged.



## SILICA OR SILICA-RELATED DUST EXCLUSION

**A.** The following exclusion is added to the **Exclusions** Section:

This insurance does not apply to:

**Silica or Silica-Related Dust**

- a. "Bodily injury", "property damage", "personal injury", or "advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B.** The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

All other terms and conditions remain unchanged.



**Policy Number:** ULA 2004739  
**Effective Date:** December 31, 2013

**EXCLUSION OF OTHER ACTS OF TERRORISM  
COMMITTED OUTSIDE THE UNITED STATES; CAP ON  
LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury" and "advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

**C.** In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

**D.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

All other terms and conditions remain unchanged.

**Policy Number:** ULA 2004739  
**Effective Date:** December 31, 2013

## **EMPLOYEE BENEFITS LIABILITY FOLLOWING FORM ENDORSEMENT**

### **(CLAIMS MADE)**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA LIABILITY POLICY**

**THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE**  
**PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY**

**A. The following exclusion is added to Section V – EXCLUSIONS:**

#### **EMPLOYEE BENEFITS LIABILITY**

This insurance does not apply to any damages that the insured becomes legally obligated to pay by reason of any negligent act, error or omission of the "insured" or of any other person for whom the "insured" is legally liable that is committed in the "administration" of your "Employee Benefit Program".

This exclusion does not apply to the extent that valid "scheduled underlying insurance" for the employee benefits liability risks described above exists or would have existed but for the exhaustion of applicable limits of insurance.

However:

1. Employee Benefits Liability coverage provided by this insurance will not be broader than coverage provided by the "scheduled underlying insurance"; and

2. This insurance applies to damages only if:

a. The act, error or omission did not take place before the Retroactive Date, if any, shown for Employee Benefits Liability Coverage in the "scheduled underlying insurance" nor after the end of our "policy period"; and

b. A claim for damages, because of an act, error or omission, is first made against any "insured" during our "policy period" or an Extended Reporting Period, if any, provided by the Employee Benefits Liability Coverage of the "scheduled underlying insurance".

A claim seeking damages will be deemed to have been made at the times specified in the Employee Benefits Liability Coverage of the "scheduled underlying insurance".

3. Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of the "scheduled underlying insurance", subject to the limits of insurance, premium and all other terms definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by the "Scheduled Underlying Insurance".

**B. For the purposes of this endorsement:**

1. "Administration" means the following to the extent authorized by you:

- a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any employee's participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.



2. "Employee benefit program" means Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Employee Stock Subscription Plans, Worker's Compensation, Unemployment Insurance, Social Security and Disability Benefits.

All other terms and conditions remain unchanged.



## WAIVER OF RIGHTS OF RECOVERY

The following is added to Condition **Q. Transfer of Rights of Recovery Against Others to Us**:

We waive any rights of recovery we may have against a person or organization because of payments we have made under this policy when both of the following apply:

1. You have agreed to waive the right of recovery against that person or organization in a written contract executed prior to the "occurrence" causing the injury or damage; and
2. The injury or damage arises out of:
  - a. Ongoing operations conducted by you or on your behalf under that contract; or
  - b. "Your work" done under that contract and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.



**Policy Number:** ULA 2004739

**Effective Date:** December 31, 2013

## **AMENDMENT OF CANCELLATION CONDITION**

Paragraph 2 of Condition **C. Cancellation** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the "first named insured" written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason.

This condition is amended, where necessary, to comply with the applicable state law regarding Cancellation.

All other terms and conditions remain unchanged.



## LIMITS INCLUSIVE OF SETTLEMENT COSTS ENDORSEMENT

THE LIMITS OF INSURANCE OF THIS POLICY ARE REDUCED BY THE PAYMENT OF "SETTLEMENT COSTS"

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY

### 1. Duty to Defend

Paragraph **A.** of Section **II – Defense** is amended as follows:

Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "settlement costs".

### 2. Supplementary Payments

The last sentence of Paragraph 1. of Section **II.B. Supplementary Payments** is replaced by the following:

Any payments we make are "settlement costs" and will reduce the applicable limits of insurance.

### 3. Limits of Insurance

Paragraphs **B.**, **C.** and **D.** of Section **III – Limits of Insurance** are replaced by the following:

**B.** The General Aggregate Limit is the most we will pay for the sum of:

1. All damages to which this insurance applies; and
2. All "settlement costs" related to such damages.

However, the General Aggregate Limit does not apply to:

1. Damages and related "settlement costs" because of "bodily injury or "property damage":
  - a. Included in the "products-completed operations hazard"; or
  - b. Arising out of the ownership, maintenance or use of a "covered auto"; or
2. Damages covered by valid "scheduled underlying insurance" to which no aggregate limit of insurance applies; or
3. Damages that would have been covered with no aggregate limit of insurance by "scheduled underlying insurance" but for the exhaustion of applicable limits of insurance.

**C.** The Products-Completed Operations Aggregate Limit is the most we will pay for damages and related "settlement costs" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

**D.** Subject to **B.** or **C.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of all damages and related "settlement costs" under this insurance because of all "bodily injury", "property damage", "personal injury" and "advertising injury" arising out of any one "occurrence".

### 4. Additional Definition

The following is added to **Section IV – Definitions**:

"Settlement costs" means all costs, expenses and interest we pay with respect to:

1. The investigation or settlement of any claim made against an "insured"; or
2. The defense of any "suit" brought against an "insured"; or
3. The appeal of any judgment against an "insured".

All other terms and conditions remain unchanged.



**Policy Number:** ULA 2004739  
**Effective Date:** December 31, 2013

### **Definition of Scheduled Underlying Insurance Amended**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA LIABILITY POLICY**

This "policy" is amended as follows:

**SECTION IV – DEFINITIONS, Q.** "Scheduled Underlying Insurance" is deleted and replaced by the following:

**Q.** "Scheduled underling insurance" means an insurance policy listed in the Schedule of Underlying Insurance forming a part of this policy, including any renewals or replacements thereof.

Any Self Insured Retention which applies to a "scheduled underlying insurance" policy, or would have applied except for the exhaustion of the applicable limits of such policy, shall continue in force subject to the terms and conditions of the scheduled underlying policy to which it applied.

"Scheduled underlying insurance" does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

All other terms and conditions remain unchanged.



**Policy Number:** ULA 2004739  
**Effective Date:** December 31, 2013

### **Designated Operations Exclusion**

This endorsement modifies insurance provided under the following:

#### **Commercial Umbrella Liability Coverage**

This coverage does not apply to any liability arising out of Managed Care Operations.

All other terms and conditions remain unchanged.



**Policy Number:** ULA 2004739  
**Effective Date:** December 31, 2013

### **Named Insured Endorsement**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA LIABILITY POLICY**

This "policy" is amended as follows:

Item1. Named Insured shown on the declarations of this policy is amended to include the following:

Luxottica U.S. Holdings Corp.  
Luxottica NYC Inc.  
One Sight  
One Sight Research Foundation

All other terms and conditions remain unchanged.



**Policy Number:** ULA 2004739  
**Effective Date:** December 31, 2013

### **Professional Liability Follow-Form Endorsement**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA LIABILITY POLICY**

This "policy" is amended as follows:

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering or failure to render any professional services and any act, error, omission, malpractice or mistake of a professional nature committed by the "insured" or any person for whom the "insured" is legally responsible.

However, if insurance for such "bodily injury", "property damage", "personal injury" or "advertising injury" is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and
2. The insurance provided by this policy will not be broader than the insurance coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms and conditions remain unchanged.